

ZB# 89-13

F & L Construction

51-1-72.3

#89-13. F & L Const. - front yard

Helim,
3/27/89.

Bruce MacDonald, Esq.
P. H. -
April 24, 1989

Notice to Sentinel ✓
on 4/6/89.

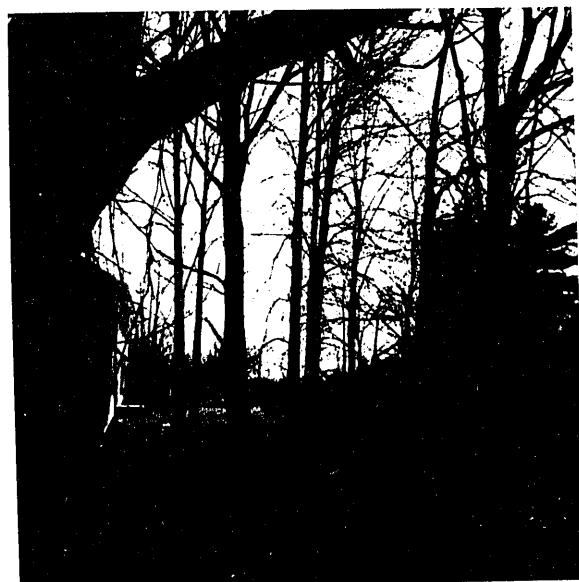
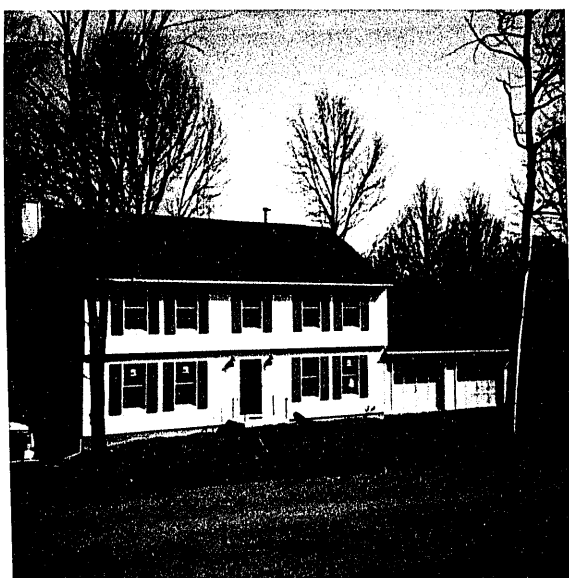
Collect Fee: \$25.00

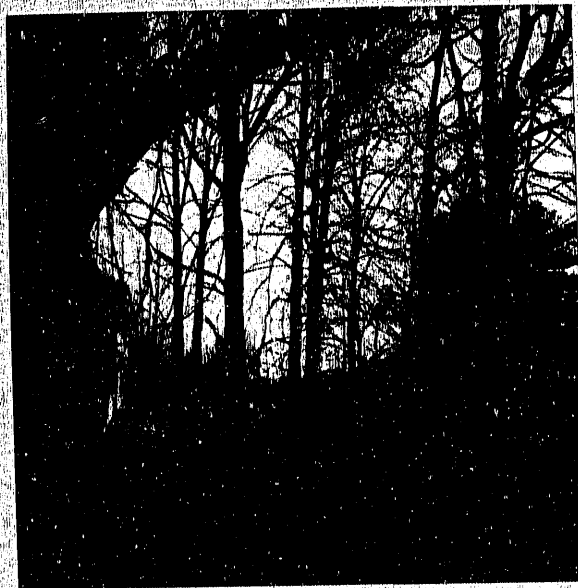
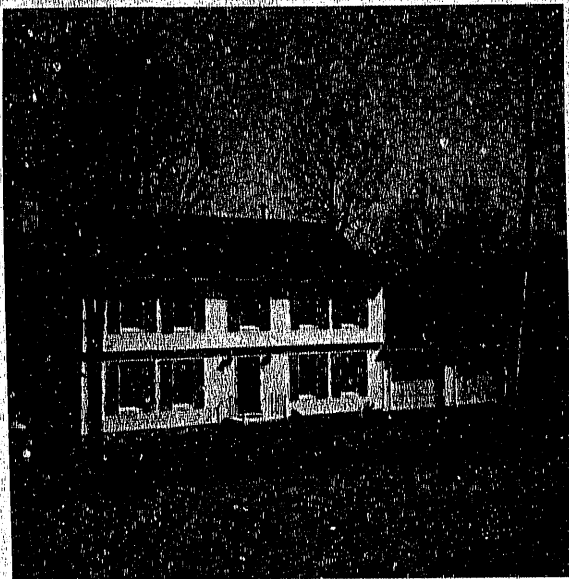
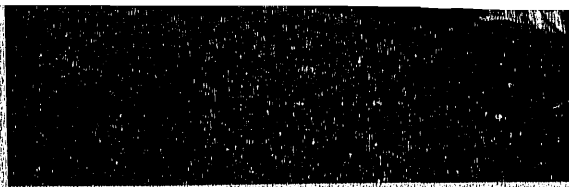
paid

Area
Variance
Granted
4/24/89

1
19/89

Small
19/89





#89-13 - F & L Const. - front yard

General Receipt			10535
TOWN OF NEW WINDSOR 555 Union Avenue New Windsor, N. Y. 12550			
Received of		<u>F & L Construction</u>	<u>May 5,</u> 19 <u>89</u>
			\$ <u>25.00</u>
<u>Twenty - five and 00/100</u>			DOLLARS
For <u>Young Board Application Fee 89-13</u>			
DISTRIBUTION:			
FUND	CODE	AMOUNT	
<u>CP # 1163</u>		<u>25.00</u>	
By <u>Pauline J. Townsend</u>			
<u>Town Clerk</u>			Title

Williamson Law Book Co., Rochester, N. Y. 14609



file

NEW WINDSOR ZONING BOARD OF APPEALS

-----X

In the Matter of the Application of

F & L CONSTRUCTION

DECISION GRANTING
AREA VARIANCE

#89-13.

-----X

WHEREAS, F & L CONSTRUCTION, a New York Partnership having an office located on Route 208, Washingtonville, New York 12550, by its partner, George Foley, has made application before the Zoning Board of Appeals for a 1.8 ft. front yard variance for an existing one-family residential structure located on Beattie Road in an R-1 zone; and

WHEREAS, a public hearing was held on the 24th day of April, 1989 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, Applicant was represented by his attorney, Bruce McDonald, Esq. of Cornwall, New York; and

WHEREAS, the application was unopposed; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.

2. The evidence shows that applicant is seeking permission to vary the bulk regulations for an R-1 zone with regard to front yard in order to obtain a Certificate of Occupancy for an existing structure.

3. The evidence presented by Applicant substantiated the fact that a variance for less than the allowable front yard would be required in order for Applicant to obtain a Certificate of Occupancy for the existing residential dwelling and that denial of same would cause practical difficulty to Applicant since relief sought by Applicant is not substantial in relation to the required bulk regulations.

4. The requested variance will not result in substantial detriment to adjoining properties or change the character of the neighborhood.

5. The requested variance will produce no effect on the population density or governmental facilities.

6. That there is no other feasible method available to Applicant which can produce the necessary results other than the variance procedure.

7. The interest of justice would be served by allowing the the granting of the requested variance.

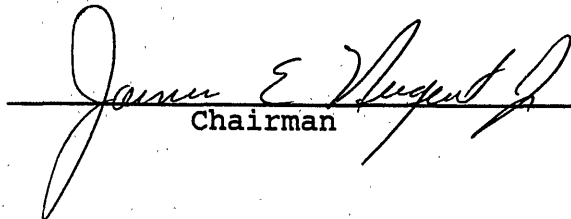
NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a 1.8 ft. front yard variance sought by Applicant in accordance with plans submitted and filed with Building Inspector.

BE IT FURTHER,

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and applicant.

Dated: May 8, 1989.


Chairman

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

89-13

Date: 3/30/89

I. Applicant Information:

- (a) F&L CONSTRUCTION, Route 208, Washingtonville, 496-3300
(Name, address and phone of Applicant) (Owner)
- (b) _____
(Name, address and phone of purchaser or lessee)
- (c) _____
(Name, address and phone of attorney)
- (d) _____
(Name, address and phone of broker)

II. Application type:

- ☐ Use Variance ☐ Sign Variance
- ☒ Area Variance ☐ Interpretation

III. Property Information:

- (a) R-1 Corner of Shaw & Beattie Roads 51-1-72.3
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? None
- (c) Is a pending sale or lease subject to ZBA approval of this application? Yes
- (d) When was property purchased by present owner? April 1988
- (e) Has property been subdivided previously? Yes When? Feb. 1988
- (f) Has property been subject of variance or special permit previously? No When? _____
- (g) Has an Order to Remedy Violation been issued against the property by the Zoning Inspector? No
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: No

IV. Use Variance:

- (a) Use Variance requested from New Windsor Zoning Local Law,
N/A Section _____, Table of _____ Regs., Col. _____, to
allow:
(Describe proposal) _____

- (b) The legal standard for a "Use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

V. Area variance:

- (a) Area variance requested from New Windsor Zoning Local Law, Section 48-12 Table of use/bu Regs., Col. E.

Requirements	Proposed or Available	Variance Request
Min. Lot Area		
Min. Lot Width		
Reqd. Front Yd. <u>45'</u>	<u>43.2'</u>	<u>1.8'</u>
Reqd. Side Yd. <u>/</u>	<u>/</u>	<u>/</u>
Reqd. Rear Yd.		
Reqd. Street Frontage*		
Max. Bldg. Hgt.		
Min. Floor Area*		
Dev. Coverage* <u>%</u>	<u>%</u>	<u>%</u>
Floor Area Ratio**		

* Residential Districts only

** Non-residential districts only

- (b) The legal standard for an "AREA" variance is practical difficulty. Describe why you feel practical difficulty will result unless the area variance is granted. Also, set forth any efforts you have made to alleviate the difficulty other than this application.
- The practical difficulty resulting from a denial of the variance would be the moving of a fully constructed dwelling 1.8'.

VI. Sign Variance:

- (a) Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

	Requirements	Proposed or Available	Variance Request
Sign 1			
Sign 2			
Sign 3			
Sign 4			
Sign 5			
Total	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.

- (b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or oversize signs.

- (c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

VII. Interpretation:

- (a) Interpretation requested of New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

- (b) Describe in detail the proposal before the Board:

VIII. Additional comments:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

IX. Attachments required:

- _____ Copy of letter of referral from Bldg./Zoning Inspector.
- _____ Copy of tax map showing adjacent properties.
- _____ Copy of contract of sale, lease or franchise agreement.
- _____ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.
- _____ Copy(ies) of sign(s) with dimensions.
- _____ Check in the amount of \$ 25.00 payable to TOWN OF NEW WINDSOR.
- _____ Photos of existing premises which show all present signs and landscaping.

X. AFFIDAVIT

Date 4/5/87

STATE OF NEW YORK)

COUNTY OF ORANGE)

SS.:

The undersigned Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his knowledge or to the best of his information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.

George Pley
(Applicant)

Sworn to before me this

5th day of April, 1988.

THOMAS B. McDONALD
Notary Public, State of New York
Qualified in Orange County
4921941
Commission Expires February 8, 1990

XI. ZBA Action:

- (a) Public Hearing date _____
- (b) Variance is _____
Special Permit is _____
- (c) Conditions and safeguards: _____

A FORMAL DECISION WILL FOLLOW
WHICH WILL BE ADOPTED BY
RESOLUTION OF ZONING BOARD OF APPEALS.

Page 1 CHICAGO TITLE INSURANCE COMPANY Title Number 89C-95192

SCHEDULE A

1. Effective date: March 31st, 1989

redated: , by
redated: , by

2. Policy or Policies to be issued:

(a) X Owner's Policy, NYBTU, 100D \$

Proposed Insured: MICHAEL DE STEFANO & PAULA DE STEFANO
husband and wife

(b) X Loan Policy, NYBTU, 100D \$

Proposed Insured: SIBLEY CORPORATION, ITS SUCCESSORS
AND/OR ASSIGNS

3. Title to the fee simple estate or interest in the land described or referred to in this commitment is at the effective date hereof vested in:

F & L CORPORATION, a New York Partnership

who acquired title by a deed from Shady Grove Associates, a New York Partnership dated May 2nd, 1988 and recorded May 3rd, 1988 in Liber 2931 Page 258.

4. The land referred to in this Commitment is described on the description sheet attached.

SCHEDULE B

Items numbered 1 through 21 inclusive are on the sheet attached hereto or enclosed herewith.

23. Taxes, Water Rents, Assessments and other Municipal Charges.

Town of New Windsor Washingtonville Central School District

Designation: Section 51 Block 1 Lot 72

AVL: 9,000/9,000

1988/89 School due 9/1/88 - \$291.76 OPEN

1989 State, County and Town due 1/1/89 - \$574.53 OPEN. (includes a 1988/89 releived school tax in the amount of \$312.18)

WATER - PRIVATE

SCHEDULE "A"

All that certian plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, Orange County, New York more particularly designated as Lot No. 3 on Map entitled "Minor Subdivision Plan Prepared for Louise Wagner" dated 2/6/87 and filed in Orange County Clerk's Office on 3/24/87 as Map No. 8172.

4/24/89 Public Hearing - #89-13 - F&L Const.

Name: Address:

Paul Cordero

Beattie Road, Rock Tavern.

Andrée J. Dann

LL

LL

Gene Wood

"

"

Marken Wood

LL

LL



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK

(12)

April 10, 1989

F & L Construction
Route 208
Washingtonville, NY

Re: Tax Map Parcel #51-1-72.3 Variance List

Gentlemen:

According to our records, the attached list of property owners are within five hundred (500) feet of the above mentioned property.

The charge for this service is \$35.00, minus your deposit of \$25.00.

Please remit same to the Town Clerk, Town of New Windsor, NY.

Very truly yours,

Leslie Cook

LESLIE COOK
Sole Assessor

LC/po
Attachment

Ossmann, Eileen C.
26 Twin Arch Rd.
Washingtonville, NY 10992

Dunn, Andree J.
Beattie Rd.
Rock Tavern, NY 12575

Dalious, William R. & Carol T.
253 Beattie Rd.
Rock Tavern, NY 12575

Wagner, Harry S.
& Louise MacDowell
c/o MacDowell
Box 254, Beattie Rd.
Rock Tavern, NY 12575

Gravina, Joseph S. & Elena
Shaw Rd.
Rock Tavern, NY 12575

Wood, Eugene F. & Marlene L.
Beattie Rd.
Rock Tavern, NY 12575

Mulligan, Raymond & Catherine
Beattie Rd.
Rock Tavern, NY 12575

Shady Grove Association
12 Scotchtown Avenue
Goshen, NY 10924

Beck, Robert W. & Mary F.
Wagner Drive
Rock Tavern, NY 12575

Rossmann, Toby
254 Beattie Rd.
Rock Tavern, NY 12575

Cordero, Paul R. & Griselda
Beattie Rd.
Rock Tavern, NY 12575

First Hudson Land Company, Inc.
Simonds Rd.
Williamstown, MA 01267

PUBLIC NOTICE OF HEARING BEFORE
ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals
of the TOWN OF NEW WINDSOR, New York will hold a
Public Hearing pursuant to Section 48-34A of the
Zoning Local Law on the following proposition:

Appeal No. _____
Request of F&L Construction
for a VARIANCE _____ of
the regulations of the Zoning Local Law to
permit a 43.2' Front Yard

_____ being a VARIANCE _____ of
Section 48-12 - Table of Use/Bulk Regs. - Col. E.
for property situated as follows:

CORNER of SHAW & BEATTIE ROADS
Tax MAP # 51-1-72.3, New Windsor,
N.Y.

SAID HEARING will take place on the 24th day of
April, 1989, at the New Windsor Town Hall,
555 Union Avenue, New Windsor, N. Y. beginning at
7:30 o'clock P. M.

James Nugent
Chairman

33
1136.4A(C)
DOT.

C.H. & E. UTILITIES

SECTION

52

84.2
63.6A(C)

83.12
7.9A

83.11
3A

82.11
5A

75
6.2A

76.1
3.9A(C)

77
3.6A

78.2
2.8A

82.3
26.7A

82.4
1A

ALL RURAL FIRE PROTECTION DISTRICT

980

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

NOTE: FIRE LOSSES. This form of contract contains no express provision as to risk of loss by fire or other casualty before delivery of the deed. Unless express provision is made, the provisions of Section 5-1311 of the General Obligations Law will apply. This section also places risk of loss upon purchaser if title or possession is transferred prior to closing.

THIS AGREEMENT, made the day of February , 1989

BETWEEN F&L CONSTRUCTION, Route 208 Washingtonville, New York

hereinafter described as the seller, and

← MICHAEL DeSTEFANO and PAULA DeSTEFANO, 21 Hempstead Road,
Spring Valley, New York

hereinafter described as the purchaser,

WITNESSETH, that the seller agrees to sell and convey, and the purchaser agrees to purchase, all that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of
New Windsor

SEE SCHEDULE "A" ANNEXED HERETO

TAX MAP NO.: 51-1-72.3

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SEE SCHEDULE "A" ANNEXED HERETO

TAX MAP NO.: 51-1-72.3

1. This sale includes all right, title and interest, if any, of the seller in and to any land lying in the bed of any street, road or avenue opened or proposed, in front of or adjoining said premises, to the center line thereof, and all right, title and interest of the seller in and to any award made or to be made in lieu thereof and in and to any unpaid award for damage to said premises by reason of change of grade of any street; and the seller will execute and deliver to the purchaser, on closing of title, or thereafter, on demand, all proper instruments for the conveyance of such title and the assignment and collection of any such award.

2. The price is \$210,000.00

\$5,100.00 Dollars, payable as follows:
downpayment to be held in escrow by Seller's attorney until closing of title. Dollars,
on the signing of this contract, by check subject to collection, the receipt of which is hereby acknowledged;

\$204,900.00

Dollars,

in cash or good certified check to the order of the seller on the delivery of the deed as hereinafter provided;

Dollars,

by taking title subject to a mortgage now a lien on said premises in that amount, bearing interest at the rate of per cent per annum, the principal being due and payable

Dollars,

by the purchaser or assigns executing, acknowledging and delivering to the seller a bond or, at the option of the seller, a note secured by a purchase money mortgage on the above premises, in that amount, payable

together with interest at the rate of per cent

per annum payable

3. Any bond or note and mortgage to be given hereunder shall be drawn on the standard forms of New York Board of Title Underwriters for mortgages of like lien; and shall be drawn by the attorney for the seller at the expense of the purchaser, who shall also pay the mortgage recording tax and recording fees.

4. If such purchase money mortgage is to be a subordinate mortgage on the premises it shall provide that it shall be subject and subordinate to the lien(s) of the existing mortgage(s) of \$, any extensions thereof and to any mortgage(s) or consolidated mortgage(s) which may be placed on the premises in lieu thereof, and to any extensions thereof provided (a) that the interest rate thereof shall not be greater than per cent per annum and (b) that, if the principal amount thereof shall exceed the amount of principal owing and unpaid on said existing mortgage(s) at the time of placing such new mortgage or consolidated mortgage, the excess be paid to the holder of such purchase money mortgage in reduction of the principal thereof. Such purchase money mortgage shall also provide that such payment to the holder thereof shall not alter or affect the regular installments, if any, of principal payable thereunder and shall further provide that the holder thereof will, on demand and without charge therefor, execute, acknowledge and deliver any agreement or agreements further to effectuate such subordination.

5. If there be a mortgage on the premises the seller agrees to deliver to the purchaser at the time of delivery of the deed a proper certificate executed and acknowledged by the holder of such mortgage and in form for recording, certifying as to the amount of the unpaid principal and interest thereon, date of maturity thereof and rate of interest thereon, and the seller shall pay the fees for recording such certificate. Should the mortgagee be a bank or other institution as defined in Section 274-a, Real Property Law, the mortgagee may, in lieu of the said certificate, furnish a letter signed by a duly authorized officer, or employee, or agent, containing the information required to be set forth in said certificate. Seller represents that such mortgage will not be in default at or as a result of the delivery of the deed hereunder and that neither said mortgage, nor any modification thereof contains any provision to accelerate payment, or to change any of the other terms or provisions thereof by reason of the delivery of the deed hereunder.

6. Said premises are sold and are to be conveyed subject to:

a. Zoning regulations and ordinances of the city, town or village in which the premises lie which are not violated by existing structures.

b. Consents by the seller or any former owner of premises for the erection of any structure or structures on, under or above any street or streets on which said premises may abut.

c. Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway.

d. Subject to Purchasers obtaining a written Mortgage Commitment in the amount of \$157,500.00 within thirty (30) days of the date of this Contract of Sale.

e. Subject to the Rider annexed hereto.

7. All notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by the Departments of Housing and Buildings, Fire, Labor, Health, or other State or Municipal Department having jurisdiction, against or affecting the premises at the date hereof, shall be complied with by the seller and the premises shall be conveyed free of the same, and this provision of this contract shall survive delivery of the deed hereunder. The seller shall furnish the purchaser

in cash or good certified check to the order of the seller on the delivery of the deed as hereinafter provided;

Dollars,

by taking title subject to a mortgage now a lien on said premises in that amount, bearing interest at the rate of per cent per annum, the principal being due and payable

Dollars,

by the purchaser or assigns executing, acknowledging and delivering to the seller a bond or, at the option of the seller, a note secured by a purchase money mortgage on the above premises, in that amount, payable

together with interest at the rate of per cent per annum payable

3. Any bond or note and mortgage to be given hereunder shall be drawn on the standard forms of New York Board of Title Underwriters for mortgages of like lien; and shall be drawn by the attorney for the seller at the expense of the purchaser, who shall also pay the mortgage recording tax and recording fees.

4. If such purchase money mortgage is to be a subordinate mortgage on the premises it shall provide that it shall be subject and subordinate to the lien(s) of the existing mortgage(s) of \$, any extensions thereof and to any mortgage(s) or consolidated mortgage(s) which may be placed on the premises in lieu thereof, and to any extensions thereof provided (a) that the interest rate thereof shall not be greater than per cent per annum and (b) that, if the principal amount thereof shall exceed the amount of principal owing and unpaid on said existing mortgage(s) at the time of placing such new mortgage or consolidated mortgage, the excess be paid to the holder of such purchase money mortgage in reduction of the principal thereof. Such purchase money mortgage shall also provide that such payment to the holder thereof shall not alter or affect the regular installments, if any, of principal payable thereunder and shall further provide that the holder thereof will, on demand and without charge therefor, execute, acknowledge and deliver any agreement or agreements further to effectuate such subordination.

5. If there be a mortgage on the premises the seller agrees to deliver to the purchaser at the time of delivery of the deed a proper certificate executed and acknowledged by the holder of such mortgage and in form for recording, certifying as to the amount of the unpaid principal and interest thereon, date of maturity thereof and rate of interest thereon, and the seller shall pay the fees for recording such certificate. Should the mortgagee be a bank or other institution as defined in Section 274-a, Real Property Law, the mortgagee may, in lieu of the said certificate, furnish a letter signed by a duly authorized officer, or employee, or agent, containing the information required to be set forth in said certificate. Seller represents that such mortgage will not be in default at or as a result of the delivery of the deed hereunder and that neither said mortgage, nor any modification thereof contains any provision to accelerate payment, or to change any of the other terms or provisions thereof by reason of the delivery of the deed hereunder.

6. Said premises are sold and are to be conveyed subject to:

- a. Zoning regulations and ordinances of the city, town or village in which the premises lie which are not violated by existing structures.
- b. Consents by the seller or any former owner of premises for the erection of any structure or structures on, under or above any street or streets on which said premises may abut.
- c. Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway.

d. Subject to Purchasers obtaining a written Mortgage Commitment in the amount of \$157,500.00 within thirty (30) days of the date of this Contract of Sale.

e. Subject to the Rider annexed hereto.

7. All notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by the Departments of Housing and Buildings, Fire, Labor, Health, or other State or Municipal Department having jurisdiction, against or affecting the premises at the date hereof, shall be complied with by the seller and the premises shall be conveyed free of the same, and this provision of this contract shall survive delivery of the deed hereunder. The seller shall furnish the purchaser with an authorization to make the necessary searches therefor.

8. All obligations affecting the premises incurred under the Emergency Repairs provisions of the Administrative Code of the City of New York (Sections 564-18.0, etc.) prior to the delivery of the deed shall be paid and discharged by the seller upon the delivery of the deed. This provision shall survive the delivery of the deed.

9. If, at the time of the delivery of the deed, the premises or any part thereof shall be or shall have been affected by an assessment or assessments which are or may become payable in annual installments, of which the first installment is then a charge or lien, or has been paid, then for the purposes of this contract all the unpaid installments of any such assessment, including those which are to become due and payable after the delivery of the deed, shall be deemed to be due and payable and to be liens upon the premises affected thereby and shall be paid and discharged by the seller, upon the delivery of the deed.

10. The following are to be apportioned:

(a) Rents as and when collected. (b) Interest on mortgages. (c) Premiums on existing transferable insurance policies or renewals of those expiring prior to the closing. (d) Taxes and sewer rents, if any, on the basis of the fiscal year for which assessed. (e) Water charges on the basis of the calendar year. (f) Fuel, if any.

Omit Clause 8 if the property is not in the City of New York.
Clause 9 is usually omitted if the property is not in the City of New York.

Omit
Clause 15 if
the property
is not in the
City of
New York.

11. If the closing of the title shall occur before the tax rate is fixed, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation.
12. If there be a water meter on the premises, the seller shall furnish a reading to a date not more than thirty days prior to the time herein set for closing title, and the unfixed meter charge and the unfixed sewer rent, if any, based thereon for the intervening time shall be apportioned on the basis of such last reading.
13. The deed shall be the usual **Bargain & Sale Deed with covenants v. Grantors' acts**. deed in proper statutory short form for record and shall be duly executed and acknowledged so as to convey to the purchaser the fee simple of the said premises, free of all encumbrances, except as herein stated, and shall contain the covenant required by subdivision 5 of Section 13 of the Lien Law.
If the seller is a corporation, it will deliver to the purchaser at the time of the delivery of the deed hereunder a resolution of its Board of Directors authorizing the sale and delivery of the deed, and a certificate by the Secretary or Assistant Secretary of the corporation certifying such resolution and setting forth facts showing that the conveyance is in conformity with the requirements of Section 909 of the Business Corporation Law. The deed in such case shall contain a recital sufficient to establish compliance with said section.
14. At the closing of the title the seller shall deliver to the purchaser a certified check to the order of the recording officer of the county in which the deed is to be recorded for the amount of the documentary stamps to be affixed thereto in accordance with Article 31 of the Tax Law, and a certified check to the order of the appropriate county officer for any other tax payable by reason of the delivery of the deed, and a return, if any be required, duly signed and sworn to by the seller; and the purchaser also agrees to sign and swear to the return and to cause the check and the return to be delivered to the appropriate county officer promptly after the closing of title.
15. In addition, the seller shall at the same time deliver to the purchaser a certified check to the order of the Finance Administrator for the amount of the Real Property Transfer Tax imposed by Title II of Chapter 46 of the Administrative Code of the City of New York and will also deliver to the purchaser the return required by the said statute and the regulations issued pursuant to the authority thereof, duly signed and sworn to by the seller; the purchaser agrees to sign and swear to the return and to cause the check and the return to be delivered to the City Register promptly after the closing of the title.
16. The seller shall give and the purchaser shall accept a title such as
Recognized, a Member of the New York Board of Title Underwriters, will approve and insure.
17. All sums paid on account of this contract, and the reasonable expenses of the examination of the title to said premises and of the survey, if any, made in connection therewith are hereby made liens on said premises, but such liens shall not continue after default by the purchaser under this contract.
18. All fixtures and articles of personal property attached or appurtenant to or used in connection with said premises are represented to be owned by the seller, free from all liens and encumbrances except as herein stated, and are included in this sale; without limiting the generality of the foregoing, such fixtures and articles of personal property include plumbing, heating, lighting and cooking fixtures, air conditioning fixtures and units, ranges, refrigerators, radio and television aerials, bathroom and kitchen cabinets, mantels, door mirrors, venetian blinds, shades, screens, awnings, storm windows, window boxes, storm doors, mail boxes, weather vanes, flagpoles, pumps, shrubbery and outdoor statuary.
19. The amount of any unpaid taxes, assessments, water charges and sewer rents which the seller is obligated to pay and discharge, with the interest and penalties thereon to a date not less than two business days after the date of closing title, may at the option of the seller be allowed to the purchaser out of the balance of the purchase price, provided official bills therefor with interest and penalties thereon figured to said date are furnished by the seller at the closing.
20. If at the date of closing there may be any other liens or encumbrances which the seller is obligated to pay and discharge, the seller may use any portion of the balance of the purchase price to satisfy the same, provided the seller shall simultaneously either deliver to the purchaser at the closing of title instruments in recordable form and sufficient to satisfy such liens and encumbrances of record together with the cost of recording or filing said instruments; or, provided that the seller has made arrangements with the title company employed by the purchaser in advance of closing, seller will deposit with said company sufficient monies, acceptable to and required by it to insure obtaining and the recording of such satisfactions and the issuance of title insurance to the purchaser either free of any such liens and encumbrances, or with insurance against enforcement of same out of the insured premises. The purchaser, if request is made within a reasonable time prior to the date of closing of title, agrees to provide at the closing separate certified checks as requested, aggregating the amount of the balance of the purchase price, to facilitate the satisfaction of any such liens or encumbrances. The existence of any such taxes or other liens and encumbrances shall not be deemed objections to title if the seller shall comply with the foregoing requirements.
21. If a search of the title discloses judgments, bankruptcies or other returns against other persons having names the same as or similar to that of the seller, the seller will on request deliver to the purchaser an affidavit showing that such judgments, bankruptcies or other returns are not against the seller.
22. In the event that the seller is unable to convey title in accordance with the terms of this contract, the sole liability of the seller will be to refund to the purchaser the amount paid on account of the purchase price and to pay the net cost of examining the title, which cost is not to exceed the charges fixed by the New York Board of Title Underwriters, and the net cost of any survey made in connection therewith incurred by the purchaser, and upon such refund and payment being made this contract shall be considered canceled.
23. The deed shall be delivered upon the receipt of said payments at the office of **Lender or lender's attorney**
at on or about **March 16** **1989**.
is the broker who
24. The parties agree that brought about this sale and the seller agrees to pay any commission earned thereby.
25. It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this contract, which alone fully and completely expresses their agreement, and that the same is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this contract, made by the other. The purchaser has inspected the buildings standing on said premises and is thoroughly acquainted with their condition and agrees to take title "as is" and in their present condition and subject to reasonable use, wear, tear, and natural deterioration between the date thereof and the closing of title.
26. This agreement may not be changed or terminated orally. The stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties.
27. If two or more persons constitute either the seller or the purchaser, the word "seller" or the word "purchaser" shall be construed as if it read "sellers" or "purchasers" whenever the sense of this agreement so requires.

IN WITNESS WHEREOF, this agreement has been duly executed by the parties hereto.

Omit
Clause 15 if
the property
is not in the
City of
New York.

establish compliance with said section.

14. At the closing of the title the seller shall deliver to the purchaser a certified check to the order of the recording officer of the county in which the deed is to be recorded for the amount of the documentary stamps to be affixed thereto in accordance with Article 31 of the Tax Law, and a certified check to the order of the appropriate county officer for any other tax payable by reason of the delivery of the deed, and a return, if any be required, duly signed and sworn to by the seller; and the purchaser also agrees to sign and swear to the return and to cause the check and the return to be delivered to the appropriate county officer promptly after the closing of title.

15. In addition, the seller shall at the same time deliver to the purchaser a certified check to the order of the Finance Administrator for the amount of the Real Property Transfer Tax imposed by Title II of Chapter 46 of the Administrative Code of the City of New York and will also deliver to the purchaser the return required by the said statute and the regulations issued pursuant to the authority thereof, duly signed and sworn to by the seller; the purchaser agrees to sign and swear to the return and to cause the check and the return to be delivered to the City Register promptly after the closing of the title.

16. The seller shall give and the purchaser shall accept a title such as
Recognized, a Member of the New York Board of Title Underwriters, will approve and insure.

17. All sums paid on account of this contract, and the reasonable expenses of the examination of the title to said premises and of the survey, if any, made in connection therewith are hereby made liens on said premises, but such liens shall not continue after default by the purchaser under this contract.

18. All fixtures and articles of personal property attached or appurtenant to or used in connection with said premises are represented to be owned by the seller, free from all liens and encumbrances except as herein stated, and are included in this sale; without limiting the generality of the foregoing, such fixtures and articles of personal property include plumbing, heating, lighting and cooking fixtures, air conditioning fixtures and units, ranges, refrigerators, radio and television aerials, bathroom and kitchen cabinets, mantels, door mirrors, venetian blinds, shades, screens, awnings, storm windows, window boxes, storm doors, mail boxes, weather vanes, flagpoles, pumps, shrubbery and outdoor statuary.

19. The amount of any unpaid taxes, assessments, water charges and sewer rents which the seller is obligated to pay and discharge, with the interest and penalties thereon to a date not less than two business days after the date of closing title, may at the option of the seller be allowed to the purchaser out of the balance of the purchase price, provided official bills therefor with interest and penalties thereon figured to said date are furnished by the seller at the closing.

20. If at the date of closing there may be any other liens or encumbrances which the seller is obligated to pay and discharge, the seller may use any portion of the balance of the purchase price to satisfy the same, provided the seller shall simultaneously either deliver to the purchaser at the closing of title instruments in recordable form and sufficient to satisfy such liens and encumbrances of record together with the cost of recording or filing said instruments; or, provided that the seller has made arrangements with the title company employed by the purchaser in advance of closing, seller will deposit with said company sufficient monies, acceptable to and required by it to insure obtaining and the recording of such satisfactions and the issuance of title insurance to the purchaser either free of any such liens and encumbrances, or with insurance against enforcement of same out of the insured premises. The purchaser, if request is made within a reasonable time prior to the date of closing of title, agrees to provide at the closing separate certified checks as requested, aggregating the amount of the balance of the purchase price, to facilitate the satisfaction of any such liens or encumbrances. The existence of any such taxes or other liens and encumbrances shall not be deemed objections to title if the seller shall comply with the foregoing requirements.

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22. In the event that the seller is unable to convey title in accordance with the terms of this contract, the sole liability of the seller will be to refund to the purchaser the amount paid on account of the purchase price and to pay the net cost of examining the title, which cost is not to exceed the charges fixed by the New York Board of Title Underwriters, and the net cost of any survey made in connection therewith incurred by the purchaser, and upon such refund and payment being made this contract shall be considered canceled.

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at **on or about March 16** **1989**

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26. This agreement may not be changed or terminated orally. The stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties.

27. If two or more persons constitute either the seller or the purchaser, the word "seller" or the word "purchaser" shall be construed as if it read "sellers" or "purchasers" whenever the sense of this agreement so requires.

IN WITNESS WHEREOF, this agreement has been duly executed by the parties hereto.

In presense of:

Henry Zatas
F&L Construction by:
HENRY ZATASA
George Foley
GEORGE FOLEY
Michael DeStefano
MICHAEL DeSTEFANO
Paula DeStefano
PAULA DeSTEFANO



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK

Prelim.

3/27/89 - 2:30 p.m.

89-13

CERTIFICATE OF OCCUPANCY
NOTICE OF DISAPPROVAL OF ~~BUILDING PERMIT~~ APPLICATION

FILE NUMBER 89-4

TO: F&L CONSTRUCTION (owner)

RT. 208

WASHINGTONVILLE N.Y.

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED 20 MAR 89,

FOR PERMIT TO OBTAIN CERTIFICATE OF OCCUPANCY

AT BEATTIE RD. + SHAW

IS DISSAPROVED ON THE FOLLOWING GROUNDS INSUFFICIENT

SETBACKS

zone: R-1

REQUIREMENTS	PROPOSED	VARIANCE
FRONT YARD 45'	93.20'	1.80'

Bruce MacDonald
BUILDING INSPECTOR

TOWN OF NEW WINDSOR, ORANGE COUNTY, NEW YORK
SCALE: 1"=50 FT. DATE: MARCH 13, 1989

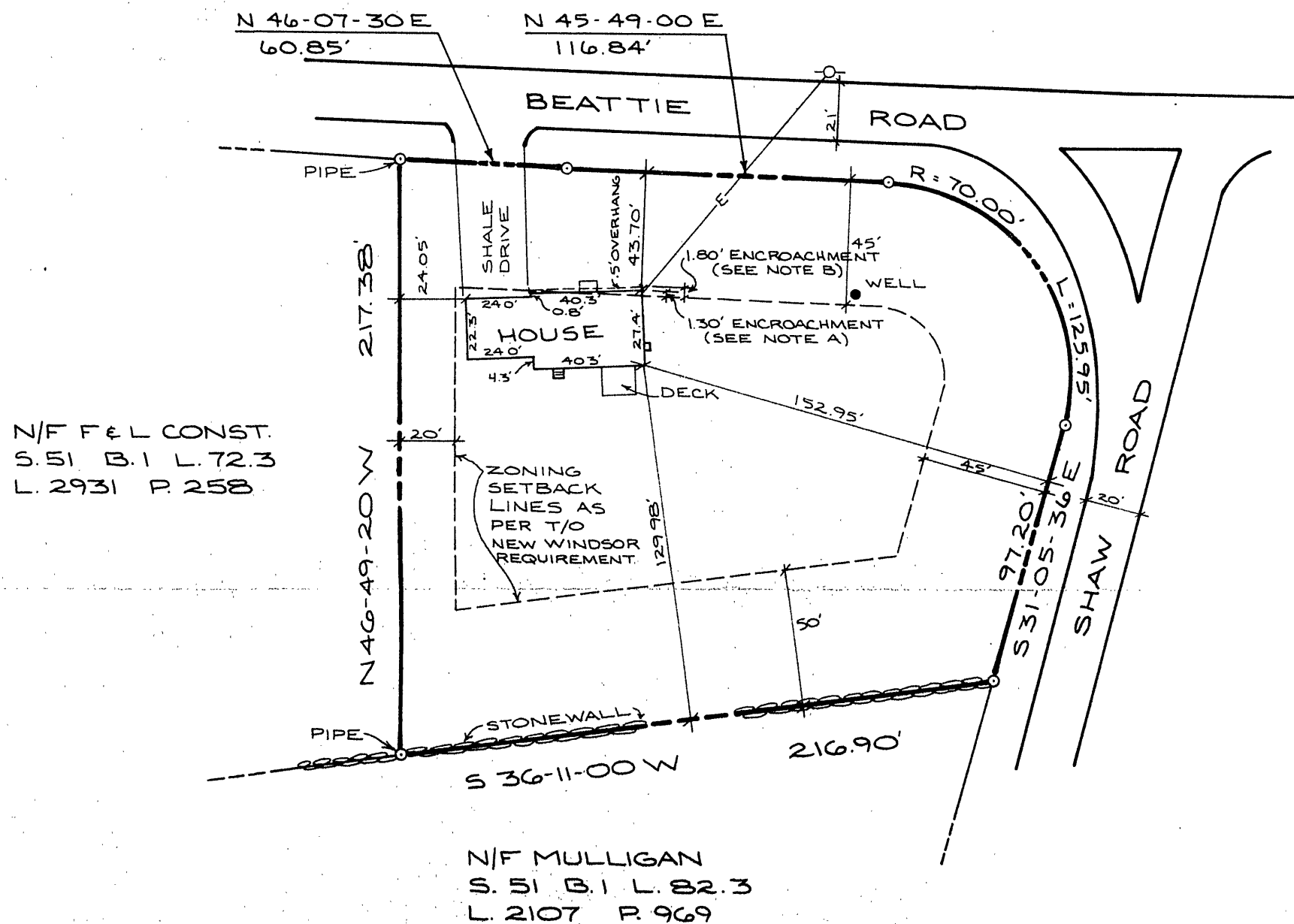
TAX MAP DESIGNATION
SECTION 51 BLOCK 1 LOT 72.3

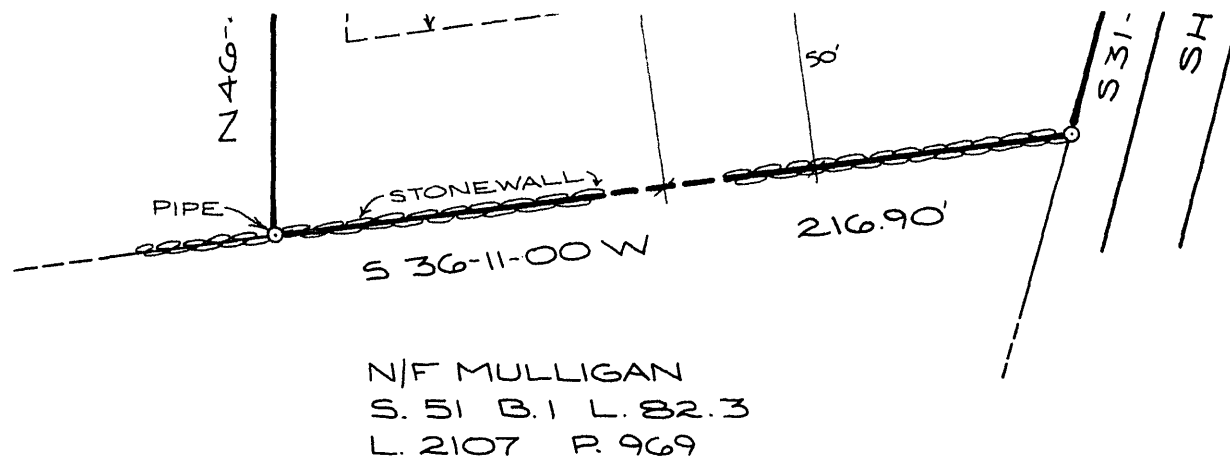
DEED REFERENCE
LIBER 1621 PAGE 938

AREA: 1.05 ± ACRES
45,604 S.F.

REFERENCE:
BEING LOT #3 AS SHOWN ON
A MAP ENTITLED "MINOR
SUBDIVISION PLAN PREPARED
FOR LOUISE WAGNER" FILED
IN THE ORANGE COUNTY
CLERK'S OFFICE ON MARCH
24, 1987 AS MAP # 8172.

NOTE:
HOUSE CORNER ENCROACHES INTO
FRONT YARD BY 1.30'
OVERHANG ENCROACHES INTO
FRONT YARD BY 1.80'





N/F MULLIGAN
S. 51 B. 1 L. 82.3
L. 2107 P. 969

MARCH 13, 1989

CERTIFIED TO MICHAEL A. DESTEFANO,
PAULA C. DESTEFANO,
CHICAGO TITLE INSURANCE COMPANY,
SIBLEY CORPORATION

TO BE A TRUE SURVEY AND THAT IT IS TO
THE BEST OF MY KNOWLEDGE AND BELIEF
CORRECT AND THAT THE IMPROVEMENTS LIE
WHOLLY WITHIN THE BOUNDARIES OF THE PLOT,
THAT NO PART THERE OF ENCLOSES UPON OR
OVERHANGS ANY ADJOINING PROPERTY OR ANY
EASEMENT OR RIGHT-OF-WAY, AND THAT THE
IMPROVEMENTS ARE WHOLLY WITHIN THE
BUILDING RESTRICTION LINES HOWEVER
ESTABLISHED EXCEPT AS INDICATED.

Daniel P. Yanosh
DANIEL P. YANOSH L.S.
N.Y.S. LIC. # 49561

"Guarantees or Certifications indicated hereon signify that this survey was prepared in accordance with the existing Code of Practice for Land Surveys adopted by the New York State Association of Professional Land Surveyors. Said guarantees or certifications shall run only to the person for whom the survey is prepared, and on his behalf to a title company, governmental agency and lending institution listed herein, and to the assignees of the lending institution. Guarantees or certifications are not transferable to additional institutions or subsequent owners."

"Unauthorized alteration or addition to a survey map bearing a Licensed Land Surveyor's seal is a violation of Section 2, of the New York State Education Law."

"Copies from the original of this survey map not marked with an original of the Land Surveyor's red inked seal or his embossed seal shall not be considered to be a valid true copy."

"Underground improvements or encroachments, if any, are not shown hereon."

"Subject to all recorded and defacto easements and rights-of-ways."

DANIEL P. YANOSH L.S.
30-32 INDUSTRIAL DRIVE
MIDDLETOWN, N.Y. 10940
PHONE #: (914) 692-7676

MH

JOB #: 89-71